Ith day of Jane, bound to Hamburg, with a cargo of filter tre and Dyewood, and met with a severe gale when ten days out, earrying away her salls and throwing the vessel on her beam ends ; the masts were out away and the years! righted, and brought to this port

The Brig Byzantium sailed on the 4th inst., for Victoria, V. I., with Sugar, Malasses, &c.

The Bark Comet sails for San Francism, to-day, and surgo is chiefly No. 1 Engara-The cage of soul per ship Marmion, has been sold The D. C. Murray rails for San Francisco on Sat-

The A. P. Jordan is doe from Victoria, with a cargo from Pertland, with a like earge. The sehr. Ward J.

Park is also don, with a cargo of Redwood Lumber. We autice that there appears to be considerable movement in lumber just at this time, the counters

SALMON.-The market for Salmon is rather quiet. In view of large shipments being on the way, holders are inclined to lower the price.

FLOUR -Owing to the advance in California, and light supply on hand, prices have gone up a shade, and may be quoted at \$7(687.30 for Superfine, and

#### PORT OF HONOLULE.

	ARRIVED.
North Greeners  5 Shr Mi 5 Shr Mi 5 Shr Mi 5 Shr Mi 7 Shr Mi 7 Shr Mi 7 Shr Mi 7 Shr Mi 8 Pine Pine Pine Pine Shr Mi 6 Shr Mi	ey Ellen, from Moni, citil Sch, Relies, 48 days from Hongkong sker, from Moni, delies, from Modelat, stoke, from Modelat, delies, from Modelat, stoke, from Hong, tree, from Hong, tree, from Hiller, delies, from Hill, delie

SAILED.

August 5—Seles Prince, for Hawaii.
Son Rob Loy, for Robban.
Soles James traval. for Manil.
Seles James traval. for Manil.
Seles Raveille, for Hawaii.
Bit bath Victor, Walker, for Part Gamble.
Soles Reitz Carraright, for Kunzl.
Belloch lett Dizzadinal, for Victoria.
Seles Kinner, for Manil.
Zoche Halmin. for Minicks.

Schr Kinner, for Mant.
7—Schr Halbertel, for Molokati.
8—Schr Kinry Hillen, for Mant.
Schr Mannachanet, for Mant.
Schr En Met, by Mant.
9—Ant bk Comet, Fuller, for San Francisco

#### DESCRIPTION AND A.

left fractella, near Manatian haded with a cargo of Silver Ore of June, being in about barrieds 15.2 north, the vessel enbeam out, compelling the Captain and crew to cut away becausets, spars, ranning and stooding rigging. On the 19th made of slit spars, and attends away for Donelain. On the Dith of June spoke the North German Back Francisco, Journal the San Francisco, the Captain of which would, officed his was not decord expedient by Captain Jeoperson. The Falci-ites arrived at Raminion on the 7th of August, where she awaits colors from her own two. The twend was built in Ham-

#### PASSENGERS.

	EXPORTS.			
For San Prancis scarce, tichs	o, per Const, 100 M	Aug. 9th, 1870		
older, see ; see		gar, Ba		

Pirelp	a Value	(0,00
	IMPO	RTS.
From Hong I Buthing Tube	Cotto, per Salo, Ay	ognet 5d, 1870. rowielow, lookyte

0,700 Shelfs, pkgw. Carriages . 233 Stoner, pkgs. Couckery, hax. . 5 Trunks, rests 200 Pusper Miles, plays From New Caster, N. S. W., por Marmion, Aug. 4th 1870. From Plactus, Meanto, per Fidelitas, (in distress) Aug. 8, 12 Breell Wood, quaintale, ... | Silver Ore,

### LOCAL NEWS.

Phases of the Moon for August. 1870. HUNOLULE MEAN TIME

Management Description American		
Ang Nt. Let Quarter	9 19	PM For
1st. Sun River	. Was	pr.10
Rob. Sept Illians	0.30 6.20 0.22 0.30	
Elst, Sun Block V 45 Sun Sels	0.74	

Support Dearn -On Thursday evening, 4th Inst., Mr. Thomas Shiel, formerly connected with this poper, died suddenly at Lababas, where he has been living for several years. We have not learned the immediate cause of his death; but it was undoubted ly one of those discuses which though fatal give but little warning of the cod. Mr. Shiel was a man his experiences in life.

On Tuesday of last week, as we are informed by a correspondent of the An Okoa, the surf at Wai- the proper remedy; but that it was not compemes, Kanni, was exceedingly heavy. Houses situatent to try over again the merits of causes which ted on the beach were inundated and some damage | have been tried by a Court of lawful authority done to furniture and clothing.

sold at reasonable rates.

morning last, a slight shock of Earthquake was felt here, and again at ten minutes past four a quite sovere shock startled nearly all the people of the town from their slumbers. This last shock was the most severe that has been felt here for many years, although it was nothing in comparison to some of the Earthquakes recently felt in other places. But few tion, and therefore null and void. It is in the tained this legal impediment sooner, so that the can be ascertained precisely, at the date of the people left the shock at three o'clock, though we are | Constitution that we find the guarantees of our assured by several parties who were awake that a rights to life, liberty and the pursuit of happielight one occurred at that time

THE Soud has brought but a hundred and sixtyeight men. Mr. Wilder had, however, arranged cept by due process of law." The written law originally with over four hundred men, and had made to them the advances which they required, but some interested parties circulated the report among them that they were bound for Callan, and not for Honolulu at all, and though Mr. Achuck used all his endeavors to pursuade them that the ship was bose fide bound for Honoluly, and it was pointed out to them that there were Honolulu residents on books, who likewise assured them that the ship was bound here, yet it was all in vain and they left. It was noticed however that they did not pay back the money which had been paid them in clothing and cash, though, "whether their sense of honor" will prompt them to send it up when they three Departments can have the force and dignity We are almid they will not remit, although we have great respect and even admiration for the sublime confidence which some of our neighbors ex-

#### The Metcalf Plantation.

regard to the sale of the Metcalf Piantation, "that

out of a once valuable plantation worth \$90,000, two

Ma. Entron-Sir. The Advertiser in its issue of 30th ult., states with

or three years since, little or nothing will remain to the heirs." And that "heavy commissions and interest have however swamped this valuable plantaion, as they have swallowed up others before it." It has been part of my business for the last two years to make myself familiar with the affairs of the Meteall Plantation, and I have been more or less acquainted with it from its commencement. I think I only state what all who are capable of forming an ordinion well admit that there never has been a time when that Plantation was worth \$90,000 or \$80,000 or even \$60,000. Indeed it is quite questionable whether at any moment since it was a dautation, any one would, before the present time have come forward and offered even \$46,000 for it. As to its having been swamped by heavy commissi ons and interest, it would be about as correct to say that it was swamped by heavy wages paid to labe ers, or by any other necessary expense. For the of Lumber and Salmon, and the Jane A. Falkenberg. last two years in particular I can answer that both commissions and interest have been very reasonable

ago the heavy claims and mortgages on this Plantacarrying away fell cargoss; but the price continues thon were purchased by certain parties in the interis w, and cargo sales have been made, lately, as low est of Emma Metcalf Beckley, to avoid a threatened sale at auction, and the Plantation has been carried on in the mean time in the hope of gradually redeeming it, but the low price of sugar lately told against it, and on making up the accounts wher, the last crop was nearly off, it was evident there would be a large balance against it. Still, there was a good prospect for 500 tops of sugar for the next crop and I am inclined to think that if all else had gone right, the Plantation would have been carried on for another year, when if fortunate it might ultimately have redeemed itself, and been saved to the heir but at a critical moment when all hands were required in the fields to fight the Hilo grass and weeds, forty three of the best Chinamen on the Plantation instigated no doubt by some of those who seem to consider it a duty to disorganize our labor system without providing us with a better, struct work on some frivalous technical pretext, and refused to do

> Now we all know that forty three men leaving a Hilo Plantation for six weeks or two months with care growing, and no immediate means of replacing them, means that an expected crop of 500 tons of sugar may not turn out 250 tons, in other words, in a case like this, it means rule,

> In such a situation where delay is death it was most fortunate that a Chinese firm could be found with the will, the knowledge, the capital and the manager all ready to take hold and purchase the claims on the Phantation and Emma Beckley's interest in it for so large a sum as \$45,000, which happily saves to the heirs the Oahu property, and leaves Mrs. Beckley same profit besides, on her speculation.

It is much to be regretted that the children and beirs of Metealf will not reap the full benefit from this plantation which the founder of it intended that they should; but it is pretty evident from what has been stated, that the course pursued on the labor question by the Advertises and its confreres, has had more to do with the logs thus entailed on them, than either heavy commissions or heavy interest.

In the last issue of the Advertiser there are further statements, impugning in hitter and comeasured terms, the motives of Mr. C. C. Harris, in the part he radior having been carried away, a temperary radior was | has taken in connection with the Metcalf Plantation on two different recent occasions. I do not profess to know anything of Mr. Harris's motives, neither am I called upon to defend one who can answer so much better for himself, but in common justice, having been perhaps more familiar with the facts than any ope else, I should state that when, two years ago, we were trying to raise the money to buy up the claims on the plantation in Mrs. Beckley's interest, Mr. Harris stepped in and gave us most effectual assistance : that, before the Courts, in getting new Ex-For Sax Fuargues, per Camet, Aug. 9th, 1870. Dr W A | ecutors appointed, and in defending the suit of Tucker and Waller against Metcalf, he worked diligently and often, and never received a single cent. He did the same in the case of the refractory Chinamen, referred to by the Advertiser. He also tried hard to get the .. 2,744 plantation carried on for another year, when a sale 416,864 was spoken of. "In the negotiations pending the close of the bargain for the Kaupakoea Plantation," where the Advertiser states that Mr. Harris interfered for purposes of his own, the effect of his interference was, to obtain another thousand dollars for Mrs.

Now, when a man consistently lends his assistan 4 to a cause, under a variety of circumstances, and 4 with invariably good effect, to be told that he had, on each occasion, a different motive, other than the ostensible one of giving such assistance, the proposition becomes simply incredible, and one would hardly be-20 lieve it on his own admission, much less on the state-

It is a pity that the Advertiser can not ventilate its views, and enlighten the public on the questions of the day, without sacrificing truth and fairness by reckless statements, in order to gratify feelings of W. L. GREEN, personal animosity. Honolulu, August 9th, 1870.

### Supreme Court.

CONTINUED FROM SECOND PAGE. PER CURIAN:

? um aware of the importance attached to some of the questions raised in this case, and I have given my entire attention to the arguments and considerations presented by the learned counsel.

During the progress of the cause, the question of the nature and extent of the inquiry which may be legally made under a writ of habeas corpus, arose upon the respondent's demurrer to the petitioner's reply.

I ruled that if the return showed a judgment not authorized by law, or that the prisoner was condemned for an offence not known to the law, or that the proceedings were based on a law of high calture and had evidently seen much of the which is in violation of the Constitution of this world, although he was very relicent in regard to Kingdom, or that events like the insarity of the prisoner, or death of the master, had occurred since the trial, habens corpus was and jurisdiction, and on which a lawful judgment ATTENTION is called to the advertisement of A. S. | was pronounced, and a legal mittimus issued, and Cirglere in to-day's issue. Mr. C., as is well known that the only facts to be considered in this case to the public, always keeps a choice assortment of are those which are disclosed in the return and fashonable and desirable goods on hand, which are amended return. In giving this ruling, I reviewed the cases that had been tried in this Court, and EXEMPLEASES At three O'clock on Sanday gave reasons why the evidence offered by the petitioner was not cognizable in this proceeding. Of the several objections, within this, ruling offered to the legality of the prisoner's confinement, the most important is, that the Act under which he was tried is repugnant to the Constituness, which that instrument solemnly declares to be inalienable, to be taken from no person "exof England is determined by their Parliament except in so far as the Courts may declare the bench in Cooper's case. same to be contrary to the unwritten or customary law, which every Englishman claims as his birth-right. Our Legislature, however, like the perhaps greater force. It is claimed by the pe- what if any force our Statute of Frauds would Congress of the United States, has not the sapreme power held by the British Parliament, but its powers and functions are enumerated and limited, together with those of the Executive and Judicial Departments of government, by a writ-

ten Constitution. No act of either of these

duty of the Courts to declare it null and void This is a delicate and responsible duty. The legislative department, as a co-ordinate and independent branch of government, is entitled to full confidence and respect, and any encroachment upon its powers by the Judiciary would justly be deemed unwarrantable, and would tend to subvert all law and order. But the Constitution imposes upon this Court the duty of administer ing all laws under the Constitution, and no judge who is worthy of the name dures to shrink from its performance. But the Court is never warcented in declaring a law unconstitutional, unless in cases where the rights of persons are necessarily affected by the law, and where there are no other clear and valid grounds on which the judgment may be based. See Marshall, C. J., in ex parte Randolph, 2 Brock, 472; Shaw, C. J., in Norwich vs. Hampshire, 16 Pick., 61; Johnson, J., in Frees vs. Ford, 6 N. Y., 177; Roosevelt vs. Godard, 52 Barb, 545.

From my view of this case, it will appear that a decision upon the constitutionality of the Muster and Servant Act is not called for, and therefore it is improper for me to volunteer to give it. But this must not lead to the inference that any doubt exists of the right and duty of the Court to decide such a question, when necessarily raised in Habeas Corpus, nor that, by not passing upon it now, I either intimate a doubt of the constitutionality or the illegality of that Act. In thus expressly confining myself to the points requiring judgment, I disclaim all inferences or presumptions as to my views on other points.

I will first consider the legality of the muttimus. which is in the native language, and may thus be rendered: "To the Marshal of the Hawaiian Islands: Whereas Asun, No. 1, was convicted in the Police Court of Hilo, of the offence of refus ing labor, and was then and there sentenced to be imprisoned at hard labor, until he consent to return to work for the agents and owners of Met plantation: Therefore you are strictly enjoined to execute this sentence.

Given under my hand this 29th day of June, D. H. HITCHCOCK. Police Justice of Hilo."

tive in not limiting the imprisonment to three be regarded as sufficiently descriptive of the offence. The amended return filed by the respondents, and admitted by the petitioner, finds that and subject matter in this case? the suit was brought by one Husbands, agent of Theo. Metcaif's legal representatives, and manager of the Metcall plantation, for desertion by the netitioner from service under the contract on file. This disposes of several of the objections named. But I do not think, in any view, that the mittimus can be held good in its statement of the sentence, " to be imprisoned at hard labor until he consent to return to work for the agent and owners of the Metcalf plantation." There will be agents and owners of this plantation, as long as it remains a plantation. Shall the prisoner remain in fail until he dies, unless he consent to work for them, whoever they may be? Is this a sentence which the law can sanction? How can the Marshal ascertain the legal limit of such imprisonment? It is neither his duty nor his authorized the justice to order the offender " to be restored to his master," and that he, the ofof the Court;" Sec. 1420 provides that " If any such person shall refuse to serve according to the provisions of the last Section or the terms of the contract," the justice on bearing the case. If the refusal be persisted in, may "commit such per-

its decision on that matter. stronger than those. If indefinite imprisonment contract not written and signed, is clearly illegal like this be allowed, there would be little securi- and relievable on habees corpus. ty for the person, and those time honored safeguards of liberty which the Constitution of this | both, once in force in the American colonies and kingdom has placed around us, would be of little some of the States of the United States, and to valuer I regard the mittimus as fatally defective, some extent now in force in the latter, the conthen, in omitting to name any persons as the tract was not assignable, for says Kent. vol. 2, p. masters to whose service the prisoner must re- 265, upon the master's death, the end and design turn in order to terminate his imprisonment, of this personal trust cease. See Baxter vs Bar-There are reasons of peculiar force why field, Str. 1266; Coventry vs Woodhull, Dougl. this degree of certainty is requisite. Take, 134; Hall vs Gardner, 1 Mass. 178; Davis vs for instance the case of one sentenced to Coburn, 8 Mass. 302; Commonwealth vs Van be imprisoned until he consent to serve a Lear, 1 S. & R. 248. person not in being, who has remained in jail I do not regard that as a contract enforceable until his time for appeal or writ of error has under this penal statute, and within its meaning. expired, shall be have no remedy by habeas unless it is in writing, designating the parties corpus, but be told that he should have ascer- either by name, or in such a manner that they Circuit Justice and Circuit Court might have de- contract. cided about the facts, and determined the law for | It is unnecessary to comment on the wisdom of him before he came here? See Feeley's case, 12 a statute restricting the enforcement by penal Cush, 578. That it is proper to discharge the servitude of contracts for labor, to those which prisoner on habeas corpus for such defect, is are made in writing with another, or with a firm : clearly established by the decision of the ful or on considerations which might arise on a law

this point alone, but there are other reasons of the date of the contract. Nor will I consider titioner, that on the return and amended return, have on contracts of the latter description showing Metcall's death, and the contract under | Suffice it to say, that the present contract is not which the suit was brought, a want of jurisdie- la my opinion penalty enforceable in favor of the tion of the magistrate over the prisoner's case respondents, and therefore that it gave the magappears. The respondent's counsel deny that istrate no criminal jurisdiction over the prisoner. the Court can take cognizance of Metcalf's The proceedings at the trial must therefore be death, or of any questions affecting the validity held void. Let the prisoner be discharged with have exrued it in Hong Kong, remains to be seen. of law, nuless it is warranted by the powers of the contract, or which might arise, admitting costs, except those incurred in consequence of vested in that Department by the Constitution. the death to have occurred. It was urged by the amendment of the petition. Whenever an act purporting to be a statute them, that these matters require evidence, and Ime confidence which some of our neighbors express, but merely beg to add, that we notice the fact that those people do not invest largely in that kind of security.

| Constitution prohibits, or does not authorize, and such act is sought to be enforced as law, it is the such ac

views of the local circuit Justice and Court by regular appeal, until brought to this Court in banco, for consideration of the legal questions evolved; and that they should not, in this summary mode, be compelled to bring witnesses here from a distance, passing by the tribunals established nearer their own door.

if there were controverted facts, or if the conrespondents, as the basis of the trial in the Court below, and if the respondents were not in court as the heirs and legal representatives of Metcalf, these views would have force. It will appear that I do give them certain force. I declined to hear evidence tending to show the invalidity of the contract by reason of fraud, duress, or otherwise, or that its assignment by Rogers was not ssented to by the prisoner. I can not decide questions which were properly within the discre tion and jurisdiction of the magistrate. I must assume it to be true, that it was proved to the magistrate by legal evidence, that this contract with John S. Rogers was legally entered into and signed by the petitioner, and that Rogers assigned the same as alleged to "Theo. Metcalf, his representatives and assigns." But assuming the contract to be all that is claimed for it. I can not decline to notice these facts, presented on the return and amended return, viz.; that the suit before the magistrate was brought on this contract, indorsed as alleged, at the instance of Metcalf's legal representatives, and of the owners of the Metcalf plantation, that the judgment was founded thereon, and that the petition now before me is opposed by the heirs and legal representatives of Metcalf, and by one claiming as his surviving partner.

I shall consider these matters solely with reference to the magistrate's jurisdiction. It is scarcely necessary to allude to the well-known principle of law, that the jurisdiction of inferior Courts is never presumed, but must affirmatively appear. The jurisdiction must appear as well over the persons to be affected, as the subject matter, or " the judgment will be as utterly void as though the Court had undertaken to get where the subject matter was not within their jurisdiction." -Bloom vs. Burdick, I Hill, 139. In ex It is claimed that the mittimus is fatally defec-parte Randolph, ubi supra. Mr. Justice Barbour. after deciding that habeas corpus lies only where months according to the Act of 1860, amend- the process is actually void, says : "for void proing Sect. 1420 of the Civil Code, and in failing cess is the same thing as if there were none at to show by whom the suit is brought, or the date | all; and then the party is imprisoned without of the conviction and sentence, or that any trial any authority whatever. Hence, the question was had. I think it is desirable that the mitti- would seem naturally to arise, whether the auditor mus set forth the offence more precisely, as a had jurisdiction in the case-in other words, "wilful refusal" to serve the prisoner's master, whether the person and the subject matter are naming him, " according to the terms of his con- such as to bring the case within the jurisdiction tract," or " according to the orders of the Court of the Act of Congress,-for these are the criteon a second commitment for the same offence." rin of jurisdiction." "If a Court assumes to act as these are different offences, requiring different in a case over which the law does not give it auindements. But in view of the poverty of the thority, the proceedings and jadgment will be native language in words of legal intent, perhaps altogether void." Cooley's Const. Lims., p. 398; the words " Hoole hana," " refusing work," may Shaw, C. J., in Vose vs. Morton, 4 Cash., 29, and in Clarke's case, 12 Cush., 320.

Had the Magistrate jurisdiction over the person The contract purports to have been made in Maca in China. Foreign contracts, to be enforceable here against the person, must conform to our laws, partierly to the requirements specified in Sec. 1418. The only extension in their favor is, that they may be made for ten years and that no limit is placed upon the age of the servant, whereas domestic contracts can be for only five years, and the servant must be twenty years of age, or have the assent of parent or guardian. Admitting that this contract is penally enforceable in favor of any persons to whom Rogers may assign it, I think the least that the statute requires is, that such persons shall be persons in ) ing and designated by name at the time of the transfer. True, Metcalf may have had dormant o known partners, and they may now be his assigns or representati. But the contract was not assigned to them as partners, and it is only as surviving partner of a firm, that they can claim the benefit of the statute. Section 1425 provides that the contract right to ascertain to whom the prisoner owes ser- is discharged at the master's death, unless it was vice. He has no discretion to decide whether made with a company of individuals, of whom there the prisoner's legal masters are those who owned are surviving partners. A contract made as this and were agents of the plantation at the date of was, with Rogers and any to whom be may transfer the sentence, or at some other date. Sec. 1419 It, is not a written contract with another, or with any partnership, as is required by Sections 1418 and 1425. This is going back to the original contract, without reference to the assignment by Rogers, for of course fender, "shall be compelled to serve not to exceed Rogers could assign, in writing or by parole, no double the time of his absence, in the discretion greater rights under that contract than it secured to himself. I admit that the contract itself contains no atipulation that its assignment shall be in writing, subject to the prisoner's assent. It provides it the prisoner shall enter into the service of J. Rogers for eight years, and that during that

son to imprisonment, there to remain at hard la- But no contract for personal services gives a bor, until he will consent to serve according to Police Magistrate jurisdiction for enforcing it by loc." Shall day executive officer determine the imprisonment, in the absence of fraud, except by prisoner's law for him, and decide who may legal- force of the Master and Servant's Act. No such ly claim his services? It may be said that the contract of an adult is enforceable by the common prisoner should "know his own master." He law of England or America. 1. Hurd on Freemay have thought so himself, but therein the dom and Bondage, @ 143, 211. It is n law deem-Court that tried him failed to coincide. It was ed by the Legislature to be requisite to the needs for the Court alone to decide and make known of this country, and of the policy of the law, they are the sole judges. But as it is a law against In Cooper's case on Habeas Corpus, the Court the liberty of the subject, its meaning can not discharged the prisoner because his sentence was be enlarged by intendment or inference by the less than that which the law prescribed, and the Courts. This is the old maxim of English law, full Court on review affirmed that decision. In Augliae jura in omnia casu libertati dant fa. Apana's case, likewise on Haleas Corpus, the vorem. In doubtful cases of Englishmen's prisoner was discharged because the Court had Fights, the odds shall be in favor of liberty. not exercised its functions of sentencing to im- The magistrate's criminal jurisdiction over these prisonment at hard labor for non-payment of fine cases is confined by the statute to written con only, or fine and costs, but had delegated to the tracts signed by the servant, between the servant Marshal to decide whether to extend the impris- and another, or others forming a co-partnership. orment to cover costs, or not. This case is far This cannot be depied, and imprisonment on a

Even under the strict apprentice acts of Eliza-

which allowed the penal enforcement of contracts I should not hesitate to base my decision upon between parties not named, nor ascertained, at

H. HACKPELD & CO.

Correspondence,

HONOLULE, July 4, 1870. TO THE W. MASTER, WARDENS AND BRETHREN OF HAWAHAN LODGE, No. 21. F. & A. M. BRETHRES .-- I beg respectfully to offer my humble services to you and to your sister lodge, and propose to give a musicial entertainment, entitled "The influence of Music on the Human Mind, illustrated by songs, seenas, &c., on any evening you appoint, tract were not presented, at the instance of the after the 17th inst., the proceeds to be divided equally between the two Masonic Lodges, and to be ap

> I am able to offer the use of a superior grand plan for the occasion. I send a note of a like tenor to this to Le Progre de l'Oceanie Lodge, Worshipfel Sir and Brethren, 1

plied to their building funds, a suitable building for

Masoule purposes being much required in the city.

beg to remain fraternally yours. HALL OF HAWAIIAN LODGE, No. 21, F. & A. M. A. H. HAVELL, Esq., Honolulu;

DEAR SIR AND BROTHER :- At the last monthly neeting of Hawaiian Lodge, your communication of the 4th inst., in which you offer to give a lecture on Music for the benefit of the building fund of the Masonic Lodges of this city, was read and your gen erous offer accepted.

I am directed to say that Thursday evening, the 11th of August, at the Kaumakapili Church, will be a convenient time and place for the lecture. Very respectfully and fraternally yours,

CHARLES T. GULICK, Secretary. HALL OF LE PROGRES DE L'OCEANIE LODGE, NO. 124, A. F. & A. M., Honolulu, July 15th 1870.

MR. A. H. HAVELL, DEAR SIR AND BROTHER :- Your exceedingly kind offer of a musicial entertainment, the proceeds to be divided equally between the Masonic Lodges of this city, and by them applied as a building fund, has been received.

I am directed by the W. M. of Le Progres de l' Oceanie Lodge, No. 124, to inform you of our acceptation of your kind offer, and by your permissio would appoint Thursday evening, the 11th of August, as an evening most suitable I remain very respectfully and fraternally yours,

HORACE G. CRARBE, Secretary.

## NEW ADVERTISEMENTS

English School, Pauoa Valley Road. T. ATKINSON, Master, Late of Rugby

A. and Durham Schools, England, announce that he has re-opuned his School, and is now received ing pupils.
Subjects studied-English, French, Mathematic 

Day Pupils ...... Further particulars on application at the School

#### TO LET.

A FURNISHED COTTAGE to let, on Emma Street. Apply to WM. HUMPHERS, Spicosite the Sailors' Home. 30-21

#### Notice!

THE term of Oahu College will com mence on Wednesday, September 7th. Candidates for admission will be examined on the Secretary of the Trustree

Carriage & Sign Painting. THE UNDERSIGNED. HAVING

procured the services of a competent workman, is now prepared to execute all orders in the line of CARRIAGE AND SIGN PAINTING!

In a manner to warrant satisfaction. M. BENFIELD. Honolulu, H. I.

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-AT-

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Alpacas, silk a wooi, black, col'd, fig'd a stamped Damzsk, Cotton, Linen and Woolen, Illusion, Crape, Beltinet, Talle, &c., Edging, Insertion, Cambric & Book Muzlin, Sheeting, Cotton & Linen, 68 to 112 inch. Prints—the facest assortment in Honoiulu, Oil-cloth, Banting, Marcen and Baire, Lawns, Victoria, Bishop and Queen's, Imperial, Navy and and Russia Ducks,

Ticking, Hickory and India Stripes, English Broadcioth, Doeskin, &c. English Broadcioth, Doeskin, &c., Lasting-black, brown, green and blue, Yarn & Berlin Wood, in large variety. Wool Delaine, Ginghams, Baratheas,
Alpaca Cuating, 6x4; in colors,
India 4 Swiss Book Muslins, sey'l qualities,
Toilet Table and Plane Covers.

Edgartown Cottons & Pillow Linen, Drill and Duck Suits, Umbrellas, Parasols, Fans, Hair Nets, Thread,
Pua Jackets, Coats, Vests, Pants, Shoes, Hats,
Oils, Pomatum, Perfunery, Soaps, &c.,
Needles, Pins, Thimbles, Scinaors. Brilliants, Chambrays, Piques, Youths', Misses', Ladies & Gents' Hosiery,

in great variety.

Introductions—Horrocks' and other brands, cutting low.

Oriental and Late Ribbons—a splendid stock,

Merinus—the best selection in the city.

Purses, Belts, Braces, Cards, Laces,

Extra quality of Flannels.

Towels—Turkish, Huckabuck and Crash,

Embroidered Robes, Shirts, So. Embroidered Robes, Shirts, &c., Napkins—several sizes and qualities. Turksy Red - 4 Blue Cottons.

Shawls—double and single, p'accord fancy.

American Transs, Carpet B. . . . . . . . . . . . . . . . . . Linings, Silesias, Jaconets, Tape Chenks,

Elegant ase't of Ludies' & Gents' Kid Gloves, Silks and Challes, figured and plain.

Moleskin, Drills, Tweeds and Cassimeres
Envelopes, Note and Letter Paper,
New Goods by every arrival, and

A General Assortment of Goods SUITABLE FOR COUNTRY STORES AUCTION SALES.

By C. S. BARTOW.

#### FURNITURE SALE! -AT THE-

Residence of Mr. GARRETT, Alakea St.,

Near Hotel, on Thursday, Aug. 11th, at 10 A. M

Will be sold, all the Furniture of said House,

Consisting of: Parlor, Bedroom & Kitchen Furniture!

Hair Cluth Sofa, Cane Chairs and Rockers, Koa Center Table, Card Table, Pictures, Bedsteads, Bedding, Hair and Straw Mattrasses, Washstands, Looking Glassess, Bureaus, Lounge, Book Shelves and Books, Blankets, Cook Stove and fixtures, Bath Tub, Small Tubs,

Lot of Cooper's Tools, Lot of Carpenter's Tools. Superior Sewing Machines.

-ALSO-Handsome Rosewood Cottage Piano Forte, By Bunsmaid, in perfect order. C. S. BARTOW, Auet'r.

WEDNESDAY, AUGUST 17th Regular Sale, At 10 O'clock, A. M., at Salesroom,

Will be Seld : A VARIETY OF MERCHANDISE.

C. S. BARTOW, Aust'r.

### THE ONLY LOT IN TOWN!

A FEW BARRELS of

PORTLAND CEMENT! -FOR SALE-Cheap for the Times!

---BY---C. L. RICHARDS & Co.

### No. 10, No. 10, No. 10.

LADIES ARE INVITED TO CALL AND

NEW STOCK OF GOODS! Just Received per O. C. Murray. -consisting or-

A SPLENDID ASSORTMENT OF LADIES' HANDSOMELY TRIMMED HATS

Latest styles and fushions. New feathers, white, black and colored, New flowers, roses, lilies, etc., etc. Black lace shawls and rotondes, White lace shawls, Colored Barege,

Colored tariatans,

Satin stripe and check muslins, Tape checks, Brilliants, Jaconets. WHITE PIQUES!

Fine book and swiss spot muslins. Hair cord,

Lace mosquito net, Lace window curtains, Corsets, Children's bibs, Wool boots and boods, Cambric Sewed Edgings and Insertions, Beal Maltese ince do. do. Chemizette setts, Cash's and Coventry frillings, White silk fringes, Sets collars and cuffs, plain ruffles, embroidered

Black, white and spotted luce falls, Ladies' fancy searfs LADIES AND GENT'S GLOVES!

White and colored kid, White and colored lisle gauntlets, White and drab backskin gauntiets, Ladies" & Cent's Hosiery.

Ludies's lisle, Lace lisle and silk hose, Gent's brown cottton, fancy cotton, and lisle

BLACK AND PANCY BELT RIBBONS. Various widths. French cord edge and late ribbons, from 2d unwards,

Black silk and entine each ribbons, Large variety of Marseilles edgings and insertion and buttons. Pearl dress and vest buttons, Best book pins. Needles. Boot and corset lacings, Crochet cuttons, silver thimbles, Machine silks all colors, Alpaca, silk and worsted Russia braids, Elastic webbing, Selecias, Glave & glaised linings, Gent's wool and regatta shirts, Gent's Eureka and other white long cloth do.

tient's fancy bows and ties. Paper collars, And a variety of other articles, which all ar invited to call and inspect.

### J. T. WATERHOUSE.

ESTATE OF ISAAC MONTGOMERY. Deceased. THE UNDERSIGNED, having been appointed Temporary Administrator of the Est of the late Issae Montgomery, of Honolulu,

ing any projecty belonging to the above Estate, will immediately deliver the same to the Undersigned; and all persons having claims against the Estate are requested to present them within six months of the date of this publication.

W. C. PARKE, date of this publication. W. C. PARKE,
Tomporary Administrato
Honolulu, July 14, 1870. 27-1m

waiian Islands, hereby requests that any person hav-

## Licenses Expired in July, 1870.

PETAIL...OAHU — Honolulu, 1st Hyman Bros.

10 3d Tin Wi, 14th Mrs Warren, 14th W W Fletcher and Growell, 14th C N Spencer & Co., 18th H May, 31st Was Ryan, 15th Abu, 1et Ah Lii & Co., 2d Chung, Hoon, 22d Ah Luan, 15th D N Flitner, 3d Mandreck, Wallun, 26th Ah Wa, Honolulu. MAUI—Waihee, 1st T C White, Hans, 19th Kanskasie & Co., Wailoku, 15th Ah Tong & Ah Chuck. HAWAII—Kalius, 22d D Montgomery, 22d Akana, Kealakekun, 15th H N Greenwell, Kalihi Kona, 1st Chas N Spencer and Co. MOLOKAI—Kaliunaha, 3d Ah Un.

Wholesale...OAHU— Bonolulu, 1st Then H

Wholesale....OAHU—Honolalu, Ist Theo H Davies, 1st Hyman Bros, 18th H May, 1st C N Spen-cer & Co, 1st Walker & Allen. Wholesate Spirits .-- lst Theo H Davies. Retail Spirits .- 3d J O'Neill. Billiards .-- Honolulu, 7th Nolte & Kruger. Horse .-- Honolulu, 34 Kapu, No 154. Stallion .- Libue, Ksaai, 6th W H Rice.

### Notice.

Auction .-- Bawsii, 12th H N Greenwell,

LL PERSONS are hereby forewarned A half Perksons are acreby forewarded.

A not to trespass on the Ahupuan of Kallalia.

NUL on the Island of Mani, nor take fish from the
Kannha, near Kabului, on raid Ahupuan, or otherwise commit trespass on the rights of the undersigned.

Any person, after the publication of this notice, will
be heldfresponsible in our Courts of Justice, for any
act of trespass committed on said land, or said FishPond.

CAMPBELL & TURTON.

Ry W. C. Lower the Attender. By W. C. Jones, their Attorney 27-tf July 20, 1870.

FOR SALE. Two New Wetzel Pans! H. HACKFELD & Co.

SWISS CIGARS! FEW THOUSAND OF THOSE FINE AUCTION SALES.

By ADAMS & WILDER.

### RECULAR SALE.

Wednesday, Aug. 10, at 10 A. M. AT SALESROOM,

Fancy Prints, Alpacas, Coburgs, Woolen, Calico and Hickory Shirts, Denims, Brown and White Cottons,

#### Perfumes, Fancy Goods, GROCERIES, CROCKERY & GLASSWARE

Lot of Books, Two Canary Birds, ALSO-TO CLOSE CONSIGNMENT.

Plums, Penches, etc., etc.

And at 12 1-2 O'clock, a variety of Ornamental Trees and Shrubs.

#### SALE OF PROVISIONS! Ex Ship Soto.

AT SALESROOM, WILL BE SOLD :

Or whomsoever it may concern :

Empty Provision Barrels, Large Lot Pirewood and Old Lumber. -ALSO-

### ADAMS & WILDER, Aust'r.

Fifty Barrels Columbia River Salmon,

> A. Lusk & Co's Canned Fruits. A. Lusk & Co's Tomato Ketchup. California Brooms. ADAMS & WILDER

CRAZING LANDS

FIFTY CENTS per ACRE

ISLAND OF LANAI

FORMERLY belonging to the PRINCESS KAMAMALUS Estate, within sixty miles of Housilub, constituting the North-East end of the

20,000 Acres of Superior Grass Land!

with large groves of small timber. There are two small bays—Awalus and Honopu—which afford convenient landings for schooners. There is a station on

Formerly belooging to the Josua Kaco Estate, is situated in the centre of the Island, crossing the main Palawai Val-ley, and dividing the Government lands,

and has some choice groves of timber, and has a good schooner hadding. Both Lands are well supplied with water for stock, on the beach.

and 500 Acres in Kealin. of rich, level, mellow soil, equal to the best in this Kingdom for the growth of Sugar Cane, and upon which superior Cane has grown, which would afford a fine apportunity to a capatallist to establish an erice-sive and productive Sugar Plantation.

A DESIRABLE INVESTMENT!



of area by survey, is offered for sale on reasonable terms. This tract of land is Well Wooded with Ohia Timber, of a heavy growth, mitable for Fire-wood and Ship-

2,000 or 2,500 Cords of Fire Wood on the land, as is estimated by parties who have examined it. Title-Fee Simple. For further particulars, enquire at the office of the

S. B. DOLE. HOUSE TO RENT.

ent occupied by W. R. SEAL. Apply early For Rent or Lease.

A HOUSE in Nunanu Valley, with r without furniture. Apply to JOHN H. PATY.

## For Rent.

A COTTAGE, containing a Parlor, two Bed rooms and Bath room, with Stable room adjacent,—farnished or unfarnished, of (29-4f) J. H. KI

Coils Manila Rope, China Matting, Sacks Humboldt Potatoes.

Cases Lusk & Co,'s Table Fruits,

Cases Tomato Ketahup and French Tomatoes.

Monterey Cypress, Pyramid Cypress, Willingtonia Gigantea, Big Tree of California, Grevilla Robusta, Coral Honeyauckie, Norfolk Island Pine, etc., etc.

# ADAMS & WILDER, Auct'r.

On Friday, Aug. 12, at 10 A. M.

For account of "Planter's Association,"

37,500 lbs. Saigon (French) Ries, 16 Casks Sair Pork, 10 Casks Sair Fish, 20 Casks Sair Cabbage, 12 Jars Preserved Sweets, 17 Tubs Preserved Eggs, 10 Boxes Tea, 4 Cases Lamp Oil, Empty Water Cusks,

One Cask Lime Juice, 9 Bexes Brandy, Three Jars Chloride of Lime, An Assortment of Drugs and Medicines,

Two Cases Surgical Instruments,

### AT PRIVATE SALE!

American Mess Beef,-25 bbls, in bond,

FINE

24,000 ACRES

THE AHUPUAA of KAA!

having now about 3,500 Sheep running upon it, and capable of feeding at least 10,000 head, even in the present state of drouth. The Land is well Wooded.

it with two cottages, and two pens for sheep. THE AHUPUAA of KEALIA KAPU

Comprises about 4,000 Acres. IT CONTAINS A GOOD MOUNTAIN SPRING

There are about 3,500 Acres in Kas.

TITLE-FEE SIMPLE. For further partie ulars, apply to WALTER M. GHISON, Lanai, or WALKER & ALLEN, Honolulu.

LAND FOR SALE!

THE LAND situated in SOUTH KONA, Hawaii, and known as KOLO, containing 458 Acres

Work of every kind. All the timber stands within a mile of the beach, where there is a good anchorage at all seasons of the year. There is about

THE HOUSE and Premises at pres-

THAT VERY Desirable Residence, JAMES S. LEMON. To Let!

And all the rage just now. No. 1 & COOLERICE always on hand For Sale by BOLLES & Co. WALKER & ALLEN, Agents.